

Xspedius Management Co. Switched Services, LLC

S.C. P.S.C. No. 1
Original Title Page

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO END-USER
COMMUNICATION SERVICES WITHIN
THE STATE OF SOUTH CAROLINA

PRESUMED VALID
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

SEP 04 2002

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Issued: September 25, 2002
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Xspedius Management Co. Switched Services, LLC

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EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- S To signify reissued matter.
- T To signify a change in text but no change in rate or regulation.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services Xspedius Management Co. Switched Services, LLC, hereinafter referred to as the Company, to customers within the State of South Carolina.

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Marketing Statement

As a telephone utility under the regulation of the Public Service Commission of South Carolina, XSPEDIUS does hereby assert and affirm that as a reseller of intrastate telecommunications service, the company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina and will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, the company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. XSPEDIUS understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

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DEFINITIONS

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required before the start of service.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp On: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding:

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

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Section 1 - Original Page 2DEFINITIONS

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

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DEFINITIONS

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

Communication Services: The Company's intrastate toll and local exchange switched telephone services.

Company or XSPEDIUS: Xspedius Management Co. Switched Services, LLC, the issuer of this tariff.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service that provides for simultaneous transmission in both directions.

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DEFINITIONS

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by XSPEDIUS and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

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DEFINITIONS

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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REGULATIONS

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REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of South Carolina.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.2 Shortage of Equipment or Facilities

- A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- E) Service may be terminated upon written notice to the Customer if:
 - 1) the Customer is using the service in violation of this tariff; or
 - 2) the Customer is using the service in violation of the law.
- F) This tariff shall be interpreted and governed by the laws of the State of South Carolina regardless of its choice of laws provision.
- G) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnities and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I) **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**
- J) With respect to directory listings, the Company's liability shall be limited to the provisions of Section 6.1.1, and the further limitations provided in this Section.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

- E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- G) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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REGULATIONS

2.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and South Carolina Public Service Commission regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

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- G) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
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REGULATIONS

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this tariff;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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REGULATIONS

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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REGULATIONS

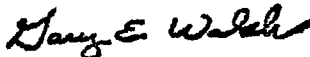
2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

- A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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REGULATIONS

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

A) Taxes

The Customer is responsible for payment of any universal service, sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.5.2 Billing and Collection of Charges

- A) Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) The Customer will be assessed a fee not to exceed the statutorily allowed charge for each check submitted by the Customer to the Company that a financial institution refused to honor.
- F) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- G) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges

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2.5 Payment Arrangements (Cont'd)

2.5.3 Advance Payments

The Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

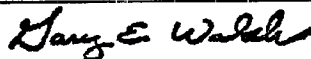
2.5.4 Deposits

- A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1) two month's charges for a service or facility that has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- D) Deposits held will accrue interest at a rate in accordance with the rules of the South Carolina Public Service Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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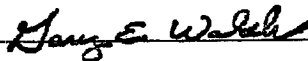
2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

- A) Upon nonpayment of any amounts owing to the Company by a business Customer, the Company may, by giving 5 days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- G) Upon the Company's discontinuance of service to the Customer under Section 2.5.5(A) or 2.5.5(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- H) Upon the use of service or facilities for calls, anonymous or otherwise, in a manner reasonably to be expected to frighten, abuse, torment, or harass another, the Company may immediately discontinue service without incurring any liability.
- I) The Company reserves the right to cancel any contract for service with, and to discontinue service to, any person who uses or permits the use of obscene, profane or grossly abusive language over, or by means of, the Company's facilities, and who, after reasonable notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

- A) Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D) The special charges described in 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

- C) A credit allowance will be given for interruptions of 30 minutes or more.
Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

C) (Cont'd)

Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one month period.

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REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C) interruptions due to the failure or malfunction of non-Company equipment;
- D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G) interruption of service due to circumstances or causes beyond the control of Company.

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REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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REGULATIONS

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or South Carolina Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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REGULATIONS

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

- A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; minus
- D) a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- A) to any subsidiary, parent company or affiliate of the Company; or
- B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- C) pursuant to any financing, merger or reorganization of the Company.

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REGULATIONS

2.10 Notices and Communications

- A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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REGULATIONS

2.11 Operator Services Rules

A) The Company will enforce the following operator service rules.

A provider of intrastate operator assisted communications services must:

- 1) identify itself at the time the end-user accesses its services;
- 2) upon request, quote all rates and charges for its services to the end-user accessing its system;
- 3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
 - (a) the operator service provider's name and address;
 - (b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;
 - (c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
 - (d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party that will appear on the operator service provider's bill for services rendered.

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REGULATIONS

2.11 Operator Services Rules (Cont'd)

A) (Cont'd)

- 4) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation that may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- 5) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

B) The Company will comply with the following provisions:

- 1) Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement that restricts end-user selection among competing interexchange telephone corporations or end-users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

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APPLICATION OF RATES

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APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

The Company's local exchange services are being regulated in the manner first approved by Order No. 98-165 in Docket No. 97-467-C. The Company adopts maximum rates for the Company's local exchange services as set out herein. Tariff filings made by the Company at rates below the maximum levels will be presumed valid upon filing, subject to the Commission's right to investigate any such tariff filing.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E) All times refer to local time.

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APPLICATION OF RATES

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules:

- A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

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APPLICATION OF RATES

3.3 Rates Based Upon Distance (Cont'd)

B) The airline distance between any two rate centers is determined as follows:

- 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the Bellcore Local Exchange Routing guide referenced in Section 3.3(A).
- 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- 3) Square each difference obtained in step (2) above.
- 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- 7) FORMULA =

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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SERVICE AREAS

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SERVICE AREAS

4.1 Exchange Access Service Areas

Exchange Access Service Areas (EASA) are provided (pursuant to Section 5.1) in limited geographic areas. Exchange Access Services bearing the following designations are provided in the following areas:

[Table appears on next page]

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MARKET SERVICING AREA	CALLING AREA
Charleston, SC includes: 207, 219, 308, 402, 406, 512, 518, 529, 552, 553, 554, 556, 559, 566, 569, 570, 571, 572, 573, 574, 577, 720, 721, 722, 723, 724, 727, 728, 740, 743, 744, 745, 746, 747, 760, 762, 763, 764, 766, 767, 768, 769, 792, 795, 797, 805, 807, 818, 820, 824, 852, 853, 863, 937, 953, 961, 965, 973, 974	Local calling area includes: 207, 219, 308, 402, 406, 512, 518, 529, 552, 553, 554, 556, 559, 566, 569, 570, 571, 572, 573, 574, 677, 720, 721, 722, 723, 724, 727, 728, 740, 743, 744, 745, 746, 747, 760, 762, 763, 764, 766, 767, 768, 769, 792, 795, 797, 805, 807, 818, 820, 824, 852, 853, 863, 937, 953, 961, 965, 973, 974, 588, 889, 883, 849, 856, 881, 884, 971, 886, 821, 832, 851, 871, 873, 875
	207, 219, 308, 402, 406, 512, 518, 529, 552, 553, 554, 556, 559, 566, 569, 570, 571, 572, 573, 574, 577, 588, 720, 721, 722, 723, 724, 727, 728, 740, 743, 744, 745, 746, 747, 760, 762, 763, 764, 766, 767, 768, 769, 792, 795, 797, 805, 807, 818, 820, 821, 824, 832, 849, 851, 852, 853, 856, 863, 871, 873, 875, 881, 883, 884, 886, 889, 937, 953, 961, 965, 971, 973, 974

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MARKET SERVICE AREA	CALLING AREA
Columbia, SC includes:	Local calling area includes:
206, 212, 213, 214, 216, 250, 251, 252, 253, 254, 255, 256, 301, 303, 304, 306, 312, 331, 333, 343, 344, 355, 360, 363, 376, 401, 407, 419, 434, 504, 530, 540, 544, 551, 561, 603, 605, 606, 609, 612, 619, 654, 690, 691, 695, 698, 699, 714, 731, 732, 733, 734, 735, 576, 737, 738, 739, 741, 642, 748, 749, 750, 751, 754, 755, 758, 765, 771, 772, 776, 777, 779, 781, 782, 783, 786, 787, 788, 790, 791, 794, 796, 798, 799, 806, 822, 865, 896, 926, 929, 931, 935, 939, 954, 955, 975, 976, 988	345, 932, 945, 206, 212, 213, 214, 216, 250, 251, 252, 253, 254, 255, 256, 301, 303, 304, 306, 312, 331, 333, 343, 344, 355, 360, 373, 376, 401, 407, 419, 434, 504, 530, 540, 544, 551, 561, 603, 605, 606, 609, 612, 619, 654, 690, 691, 695, 698, 699, 714, 731, 732, 733, 734, 735, 736, 737, 738, 739, 741, 742, 748, 749, 750, 751, 754, 755, 758, 765, 771, 772, 776, 777, 779, 781, 782, 783, 786, 787, 788, 790, 791, 794, 796, 798, 799, 806, 822, 865, 896, 926, 929, 931, 935, 939, 954, 955, 975, 976, 988, 353, 356, 359, 808, 951, 957

MASTER SERVICE AREA	CALLING AREA
Greenville, SC includes:	Local calling area includes:
246, 294, 371, 277, 299, 422, 215, 217, 232, 233, 235, 239, 240, 241, 242, 250, 255, 271, 282, 290, 291, 298, 370, 390, 392, 421, 455, 567, 996, 220, 269, 295, 605	895, 977, 306, 850, 855, 859, 409, 862, 246, 294, 371, 277, 299, 422, 215, 217, 232, 233, 235, 239, 240, 241, 242, 250, 255, 271, 282, 290, 291, 298, 370, 390, 392, 421, 455, 467, 996, 220, 269, 295, 605, 801, 848, 877, 879, 968, 843, 878, 898, 845, 228, 962, 963, 967, 610, 834, 836

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MASTER SERVICE AREA	CALLING AREA
Spartanburg, SC includes:	Local calling area includes:
216, 218, 503, 515, 542, 560, 573, 574, 576, 577, 578, 579, 580, 582, 583, 585, 587, 591, 592, 594, 595, 596, 597, 598, 599, 620, 814, 909, 948, 978	461, 703, 463, 969, 472, 473, 504, 443, 439, 486, 949, 474, 476, 216, 218, 503, 515, 542, 560, 573, 574, 576, 577, 578, 579, 580, 582, 583, 585, 587, 591, 592, 594, 595, 596, 597, 598, 599, 620, 814, 909, 948, 978

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EXCHANGE ACCESS SERVICE

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EXCHANGE ACCESS SERVICE

5.1 General

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this tariff;
- C) access certain interstate and international calling services provided by the Company;
- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F) access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

The following Exchange Access Services are offered:

Basic Local Exchange
Basic Exchange Analog Trunk Service
Basic Exchange Digital Trunk Service
DID Trunk Service

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EXCHANGE ACCESS SERVICE

5.2 Basic Exchange Line Service

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with the following standard features which can be deleted at the Customer's option:

Touch Tone

Basic Exchange Line Service is also available with various calling features and options. Customers wishing to purchase single calling features may order those desired from 5.10 below. Non-recurring and monthly recurring rates per Basic Line apply as follows:

CURRENT

	<u>Non-Recurring</u>	<u>Recurring</u>
Basic Local Exchange Service -Each Line	\$60.00	\$43.50

MAXIMUM

	<u>Non-Recurring</u>	<u>Recurring</u>
Basic Local Exchange Service -Each Line	\$120.00	\$87.00

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EXCHANGE ACCESS SERVICE

5.3 [RESERVED FOR FUTURE USE]

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EXCHANGE ACCESS SERVICE

5.4 [RESERVED FOR FUTURE USE]

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EXCHANGE ACCESS SERVICE

5.5 [RESERVED FOR FUTURE USE]

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Basic Exchange Trunk Service provides a Customer with a single, voice-grade, analog telephonic communications channel that can be used to place or receive one call at a time. Basic Exchange Analog Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Trunks.

CURRENT

	<u>Non-Recurring</u>	<u>Recurring</u>
Basic Local Exchange Trunk Service -Per Trunk	\$81.00	\$57.75

MAXIMUM

	<u>Non-Recurring</u>	<u>Recurring</u>
Basic Local Exchange Trunk Service -Per Trunk	\$162.00	\$115.50

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Section 5 - Original Page 7EXCHANGE ACCESS SERVICE5.7 Basic Exchange Digital Trunk Service

Basic Exchange Digital Trunk Service provides a Customer with a digital connection operating at 1.544 Mbps that is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX-1 panel.

Basic Trunks may be equipped with Direct Inward Dial (DID) capability and DID number blocks for additional charges, as set forth in Sections 5.8. The price shown below is based on the number of channels activated on the digital transport facility and upon the distance of the transport facility. The price shown below is based on the number of channels ordered and includes the price of transport, voice feature activation, Network Access Register charges and similar charges tariffed separately in other tariffs.

Digital PBX Trunk Pricing	CURRENT		MAXIMUM	
	Non-Recurring Charge	Recurring Charge	Non-Recurring Charge	Recurring Charge
Digital PBX Charge (per T1)	\$220.00	\$190.00	\$440.00	\$380.00
Digital PBX Trunk Charge (per channel)	n/c	\$24.00	n/c	\$48.00
Voice Activation Channel Charge	\$6.50	\$6.00	\$13.00	\$12.00
Digital PBX Transport: first ½ mile	\$270.00	\$95.00	\$540.00	\$190.00
Digital PBX Transport: additional ½ mile	n/c	n/c	n/c	n/c

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EXCHANGE ACCESS SERVICE

5.8 DID Trunk Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Basic Trunks or Digital Trunks in Sections 5.6 and 5.7, respectively.

One DID Additive charge applies for each DID-equipped Basic Trunk or DID-equipped channel on a Digital Trunk. The Customer is required to purchase at least one DID number block for each DID-equipped trunk or trunk group, or DID-equipped channel or channel group

Non-recurring and monthly recurring rates per DID Trunk, apply as follows:

MAXIMUM		CURRENT		
DID Trunk Service	Non-Recurring Charge	Recurring Charge	Non-Recurring Charge	Recurring Charge
Establish trunk group and first block of 20 DID numbers	\$750.00	\$3.00	\$1,500.00	\$6.00
Each additional block of 20	n/c	\$3.00	n/c	\$6.00
DID trunk termination (inward/combo)	\$45.00	\$23.00	\$90.00	\$46.00
DTMF pulsing option	n/c	\$6.75	n/c	\$13.50

5.9 Hunt/Grouping Service

Hunting Service is a combination of two or more trunks or individual lines connected to the central office so that incoming calls overflow to the next available trunk or line if that trunk or line is busy. The charge for Hunting Service on trunks and lines is in addition to the regular trunk or line rate and charged on a per-line/trunk basis.

Pricing:	CURRENT	MAXIMUM
Non-Recurring	\$21.00	\$42.00

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Recurring (monthly)	\$14.00	\$28.00
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5.10 CLASS (Custom Local Area Signaling Service) Features

CLASS features are available to subscribers of Basic Business Exchange Line on an Aa la carte basis, if the customer does not wish to purchase the option packages outlined in 5.3, 5.4, 5.5.

Automatic Callback - allows customer to automatically return the last incoming call (whether the call was answered or missed. If the number being called back is busy Automatic Callback will alert customer with a special ring when the line becomes clear.

Automatic Recall - automatically redials the telephone number of the last outgoing call. If the number being called back is busy Automatic Recall will alert customer with a special ring when the line becomes clear.

Call Block - provides the customer the ability to prevent incoming calls from up to six different telephone numbers.

Call Selector - provides a distinctive ringing pattern to the subscribing customer for up to six N specific telephone numbers.

Call Tracing - enables the customer to initiate an automatic trace of the last call received.

Call Transfer - customer presses the flash hook, receives second dialtone and dials number N existing call is to be transferred to. Customer may hang-up immediately or introduce call and then hang-up.

Caller ID Name Delivery - displays the name and number of the calling party on a special display telephone or display unit.

Caller ID Number Delivery - displays the number of the calling party on a special display telephone or display unit.

Directory Number Privacy - allows customer to prevent their name and number from appearing on the called party's Caller ID telephone or display unit. Privacy feature must be activated by customer on a call by call basis.

Preferred Call Forwarding - allows the customer to transfer up to six selected numbers to another telephone number.

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5.10 CLASS (Custom Local Area Signaling Service) Features (cont'd)

CURRENT

Pricing:

	<u>Non- Recurring</u>	<u>Recurring</u>
Automatic Call Back	\$21.00	\$3.50
Automatic Recall	\$21.00	\$3.50
Call Block	\$21.00	\$4.50
Call Selector	\$21.00	\$4.50
Call Tracing	\$21.00	\$4.50
Call Transfer	\$21.00	\$4.50
Caller ID Name Delivery	\$21.00	\$7.00
Caller ID Number Delivery	\$21.00	\$7.00
Directory Number Privacy	No Charge	No Charge
Preferred Call Forwarding	\$21.00	\$4.50

MAXIMUM

Pricing:

	<u>Non- Recurring</u>	<u>Recurring</u>
Automatic Call Back	\$42.00	\$7.00
Automatic Recall	\$42.00	\$7.00
Call Block	\$42.00	\$9.00
Call Selector	\$42.00	\$9.00
Call Tracing	\$42.00	\$9.00
Call Transfer	\$42.00	\$9.00
Caller ID Name Delivery	\$42.00	\$14.00
Caller ID Number Delivery	\$42.00	\$14.00
Directory Number Privacy	No Charge	No Charge
Preferred Call Forwarding	\$42.00	\$9.00

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5.11 Business Custom Services (BCS)

Description:

Customers can choose from following custom services as additional features which can be added to Basic Business Line Exchange service on an Aa al carte @ basis.

Call Forwarding Variable - allows subscribers to redirect all incoming calls to another telephone number. This service uses a courtesy call so the customer can notify the party at the forward to number that calls are going to be redirected to their number.

Call Forwarding Busy Line - automatically redirects incoming calls to a pre-designated telephone number or to a voice mail (FirstLine) service when the customers line is busy.

Call Forwarding Don*t Answer - automatically redirects incoming calls to a pre-designated telephone number or to a voice mail (FirstLine) service when the customers telephone is not answered within a specified amount of time.

Remote Activation of Call Forwarding - allows the customer to activate or deactivate Call Forwarding Variable from a telephone other than the one to which the service is assigned.

Remote Call Forwarding - automatically redirects all incoming calls to a customers number to a pre-designated number.

Call Waiting Terminating - alerts the customer to an incoming call while the line is in use . The service signals the customer with two separate tones or tone patterns. The customer is able to place the first party on hold while he/she takes the second call. The customer can switch back and forth between the two parties by flashing the switch hook.

Cancel Call Waiting - allows the customer to cancel the Call waiting feature on a call by call basis. This can be done before the customer places a call or during a conversation (if the customer also subscribes to Three Way Calling).

Three Way Conference Calling - allows customers to have a conference call with two other parties at different numbers. With this service the customer can initiate calls to both parties or add another party to an established call.

Speed Calling 30 - allows the subscriber to assign 1 or 2 digit dial codes for telephone numbers and/or access codes. Up to 30 codes can be assigned.

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5.11 Business Custom Services (BCS)

Pricing:

	<u>CURRENT</u>	<u>MAXIMUM</u>
	<u>Non-Recurring</u>	<u>Non-Recurring</u>
Each BCS Feature	\$21.00	\$42.00
	<u>Recurring</u>	<u>Recurring</u>
Call Forwarding Variable	\$3.00	\$6.00
Call Forwarding Busy Line	\$3.00	\$6.00
Call Forwarding Don*t Answer	\$3.00	\$6.00
Remote Activation of CFV	\$7.00	\$14.00
Remote Call Forwarding	\$14.40	\$37.00
Call Waiting Terminating	\$3.00	\$6.00
Three Way Conference Calling	\$3.00	\$6.00
Speed Calling 30	\$4.00	\$8.00

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI

5.12.1 Description of Service

ISDN PRI service provides a method of access to the telephone network called Primary Rate Interface (PRI). Primary Rate Interface is an ISDN based, DSI access link to the telecommunications network and provides integration of multiple voice and data transmission channels on the same line. The basic channel structure for PRI is twenty three (23) 64 Kbps bearer channels (B channels) and one (1) 64 Kbps data channel (D channel). These B channels may be used to connect the customer's CPE to the Public Circuit Switched Network (e.g. outward, inward and two-way trunks, and WATS/800 Service access lines).

ISDN PRI service is a service for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service. Customer Premise Equipment (CPE) that is compatible with the ISDN PRI service interface is the responsibility of the user for provisioning. XSPEDIUS shall not be responsible if changes in any of the equipment, operations or procedures of XSPEDIUS utilized in the provision of ISDN PRI service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the user. Suspension of service is not allowed. Individual Case Basis pricing will be available for on-network customers or for customers agreeing to term plans. Busy line verification and Emergency Interrupt service is not available for ISDN PRI services.

Telephone numbers transmitted via the Incoming Call Identification feature are intended solely for the use of the ISDN PRI service subscriber. Resale of this information is prohibited by this Tariff except the callers' numbers may be provided to the subscriber's client for those calls sponsored or provided by that client where the client's identity is disclosed to the caller and the client agrees not to distribute such information to others.

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI (cont'd)

5.12.1 Description of Service (cont'd)

Non-facility Associated Signaling (NFAS) provides the capability to serve multiple DSI's over a single D channel (NB+D). This feature can be ordered where switch capabilities exist as stipulated in the vendor technical documentation. When NFAS is selected, the customer will order one ISDN PRI service arrangement with 23 B channels and 1 D channel. Additional ISDN PRI service arrangements are ordered with 24 B channels. The D channel activated on the initial arrangement serves the additional ISDN PRI service arrangements. Up to nineteen ISDN PRI configured at 24B + 0D may be ordered in conjunction with one 23B + D ISDN PRI. If the customer desires, he/she may also request a back-up D channel with the NFAS option. It is recommended that additional D channels be provisioned in separate DSI arrangements.

5.12.1.1 Application of Rates

ISDN PRI service lines furnished between a Serving Wire Center and the customer's premises will be charged at rates based on the first ½ miles and each additional ½ mile for the airline distance measured between the customer's premises and the customer's Serving Wire Center. ISDN PRI service rates under any Term Payment Plan are exempt from XSPEDIUS initiated changes for the payment period selected. Rates in effect at the time service is installed and/or of the service order application date, will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period at current rates or revert to current rates on a month-to-month basis. ISDN features are priced at a per channel rate unless otherwise specified.

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI (cont'd)

5.12.1 Description of Service (cont'd)

5.12.1.2 Service Components

The customer may choose any number of channels, up to twenty-three per Primary Rate Interface, to be active with a corresponding number of services (e.g. inward/outward trunks, WATS Lines, 800 Service) selected. The customer may also choose to have more services selected than channels available for specific applications. The total number of communication paths may not exceed the number of channels subscribed.

The required components of ISDN PRI service will be as follows:

Digital Loop Channels
Primary Rate Interface
Primary Rate B Channels
Call-by-Call / Integrated Service Access Feature Capability
Network Access and Usage Charges where applicable

Digital Loop Channels - Provides a four-wire access loop from the customer premises to the serving wire center. The transmission characteristics of this loop support Clear Channel Capability and Extended Superframe Format (ESF).

Interoffice Channels - Provides for the transmission facilities between XSPEDIUS servicing wire centers with a LATA.

Primary Rate Interface - Provides multiplexing to support up to twenty-three (23) B channels at 64 Kbps and one D channel also at 64 Kbps. When Non-facility Associated Signaling (NFAS) is ordered, the PRI service can provide up to twenty-four (24) B channels at 64 Kbps.

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI (cont'd)

5.12.1 Description of Service (cont'd)

5.12.1.2 Service Components (cont'd)

Primary Rate B Channels - Provides circuit switched service that will allow either voice or data transmission at up to 64 Kbps. Monthly rates for Primary Rate B Channels will be flat rate billing for all use of local exchange network. Voice calls may be completed to both ISDN and non-ISDN lines. Data transmission on the B channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible central offices. ISDN interconnection to non-ISDN equipped central offices may be potentially subjected to analog transmission or sub-rated at 56 Kbps.

Call-by-Call / Integrated Service Access Feature Capability - Allows the customers to dynamically allocate the channels of the ISDN PRI service. The customer may also choose voice or data transmission on a per call basis. In addition, the customer may choose to subscribe to more services than channels and dynamically change the services in use.

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI (cont'd)

5.12.2 Pricing

ELEMENT	INSTALL	RECURRING
Transport		
Digital Loop Channels (first ½ mile)	\$270.00	\$95.00
Additional ½ Mile	n/c	n/c
Primary Rate Interface		
PRI B Channels (per channel)	\$6.00	\$6.00
PRI Service (per DS1)	\$297.00	\$351.00
Call by Call Service (per DS1)	n/c	\$13.00
Optional Features		
Incoming Call Identification		
1-8 services	n/c	\$10.00
9-15 services	n/c	\$10.00
16 or more services	n/c	\$10.00
DID Service		
DID Trunk Termination (inward)	\$45.00	\$15.00
DID Trunk Termination (combo)	\$45.00	\$15.00
First Block 20 DID Numbers	n/c	\$3.00
Additional Block 20 DID Numbers	n/c	\$3.00
Pulsing DTMF	n/c	\$6.00
Pulsing MF	n/c	\$6.00
Network Access Register		
NAR Charge (per channel)	\$103.00	\$23.00
Service Establishment Charge	\$500.00	\$0.00

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI (cont'd)

5.12.3 Termination Liability

A Termination Liability charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number months remaining in the contract times the monthly rate provided under the contract. All end-user federal, state and local taxes and surcharges will be levied at existing tariff rates.

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